



**AGREEMENT OF PRESCRIPTION OF NARCOTICS  
FOR CHRONIC BENIGN PAIN**

The following agreement between **Dr. Raul G. Martinez** and the patient \_\_\_\_\_, outlines the duties and expectations of each party to a binding agreement unless written notice is given by either party to cancel or amend said agreement.

\_\_\_\_\_, hereafter, referred to as patient and **Dr. Raul G. Martinez**, hereafter, referred to as doctor, agree that the patient suffers from chronic (long term) pain which has not been relieved by other pain control methods and deserves a trial, and possibly long term use of narcotic medication. The doctor agrees to provide prescriptions for the patient in a medically appropriate manner according to his judgment and training as well as what is considered usual and customary practice for the specialty of pain management. He also agrees to provide the patient with pertinent information concerning all prescribed medications, in writing if the patient desires, and inform them of common side effects. The goal of narcotic analgesic use is not only to decrease pain but also to improve function. The level of function will vary individually. It may be expected for the patient to participate in a functional restoration program including physical and psychological therapy as prescribed by the doctor. If the patient makes no effort to improve function, the medications may be discontinued.

The patient understands that chronic narcotic use may result in several problems, including:

1. **Tolerance** – is the need to increase medication dosage to achieve relief, and it is possible that eventually there may be a need to discontinue the medication due to failure to obtain relief of doses which cause intolerable side effects.
2. **Dependence** – this means the body undergoes physical changes when exposed to long term narcotic use which may result in a withdrawal syndrome if abruptly discontinued.
3. **Addiction** – although this term does not apply to the patient taking these medications for pain, it is possible to start taking them only for the physiological effects (such as euphoria) which is by definition addiction, and taking them in a compulsive manner to the detriment of the patient’s well being.
4. **Overdosage** – can cause severe sedation and possibly death from depression of breathing, circulatory failure, or fluid in the lungs.
5. **Common side effects include:** - nausea, impotence, difficulty urinating, confusion, constipation, decreased libido, sedation, edema, sweating, and weight gain.
6. **Loss of medication from theft** – is possible due to the “street value” of these medication to certain individuals. They will not be refilled early in this instance unless a report is filed with the insurance company, and/or police department.
7. **Loss of medication by loss, damage or contamination** – letter to the insurance company explaining loss. Repetitive losses may be constructed as non-acceptable responsibility and result in cessation or discontinuance of that medication.

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8. **Lack of analgesic effect** – some pain is not relieved by narcotics and the patient may continue to experience pain regardless of the amount of drug taken. If this occurs, the doctor will discontinue the medication and use another form of therapy.

**PLEASE NOTE:** Narcotic medications may cause drowsiness and sedation in some patients. It is recommended that people taking these not operate a motor vehicle or machinery. Also, there may be an increased risk of injury in certain occupations that involve use of machinery or other tools. This should be discussed on an individual basis with your doctor.

**THE PATIENT, THEREFORE, AGREES TO THE FOLLOWING:**

1. To stop all other narcotics pain medications and other sedatives unless otherwise directed by the doctor.
2. To take the medication only as directed and call the doctor (or the office nurse) with any question to discuss altering the dosage scheduled prior to changing the way the drug is taken.
3. To utilize only one pharmacy to obtain medication.
4. To not obtain, or seek to obtain, any other pain reliever or sedative medication from any other source or physician without first contacting the doctor mentioned above.
5. To keep medications in a secure place to prevent loss or theft.
6. To **never** share the medications with any other individual no matter what the reason.
7. To take the medication in a time contingent manner, not “as needed” as discussed in your clinic visit.
8. To return to see the physician on a regular basis as directed.
9. To inform the prescribing physician of any scheduled surgeries or other procedures so that arrangements can be made if needed to alter the dosage.
10. To notify the office during office hours at least three days in advance before running out of medications so that appropriate refills can be made.
11. To see a psychologist or psychiatrist as directed by the above mentioned doctor if so requested and follow up as indicated. I also recognize that my active participation in the management of my pain is extremely important. I agree to actively participate in all aspects of the pain management program to secure increased function and improve coping with my condition.
12. To notify the pain management physician of any change in their medical condition even if being treated by another physician.
13. I will not hold the doctor or any member of Consultant’s in Pain Medicine liable for problems caused by the discontinuance of controlled substances, provided that I receive thirty days notice of termination.
14. I agree to submit to random urine and blood screens to detect the use of non-prescribed medication at any time.

**PLEASE NOTE:**

1. The doctor will not fill the prescription more that 2-3 days prior to its due date.
2. If the medication is taken in a manner other than prescribed, the doctor reserved the right to refuse to refill the prescription.
3. Medications which are lost, stolen, etc., will not be refilled early.
4. Should the patient fail to fulfill any of the above listed obligations, the doctor reserves the right not to refill the prescription.

*As previously mentioned, these medications have the potential for theft. It is strongly advised that neither you, nor your immediate family discuss this medication with no other relations, friends, or neighbors.*

5. **Medications will not be refilled after hours, on weekends, or on holidays.** It is the responsibility of the patient to keep up with their medications and the amount remaining. The office should be notified at least 72 hours in advance before a refill is due if a patient is not scheduled for an office visit prior to the time of running out of the medication. Calls for refills can be made Monday through Thursday, 9 AM to 4 PM at (210) 805-8225.

The patient understands that suddenly stopping a narcotic medication may result in a withdrawal syndrome.

By signing this document, the patient and doctor agree to the above terms for long term narcotic prescription and use.

\_\_\_\_\_  
Patient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Physician

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date